

# UTAH EMERGENCY MEDICAL SERVICES GRANTS PROGRAM

BUREAU OF EMERGENCY MEDICAL SERVICES

UTAH DEPARTMENT OF HEALTH

## FY2006 APPLICATION/GRANT

LOG NO.

### ALL GRANT DOCUMENTS MUST BE TYPED

Box 142004, Salt Lake City, Utah 84114-2004 Phone - 538-6286, OR 1 (800) 284-1131

#### APPLICANT/GRANTEE INFORMATION

Name of Agency:	Federal Tax I.D.No.		
Name of Agency Representative:	Phone:		
Mailing Address:	EMS Provider No.		
City:	County:	Zip:	E-mail

#### PROPOSED/APPROVED BUDGET

IN WITNESS WHEREOF, the following parties have agreed to the provisions and the terms dated 11/01/04 of this grant and cause it to be executed.

Title	Name (Please Type)	Signature	Date
Title of Applicant			
Title of local authorized individual			
Director, Division of Health Systems Improvement	Iona M. Thraen, ACSW		
Director, Office of Fiscal Operations Department of Health	Shari Watkins, CPA		

Legal Status of Contractor - Check all that apply ( ) EMT Association ( ) Law Enforcement Agency ( ) Other  
( ) Hospital ( ) Paramedic Agency ( ) Dispatch Agency  
( ) College or University ( ) Ambulance Agency ( ) First Responder Service

Contact Person: Irene Petrogeorge, Bureau of Emergency Medical Services

Grant Period: July 1, 2005 to June 30, 2006. Invoices for reimbursement will not be accepted after 7-15-2006.

#### ATTACHMENTS (Please check **all** that you are attaching)

The following sheets are included as part of this grant proposal:	( ) Defibrillator
( ) Agency Consolidated Budget Justification Form	( ) Vehicle Justification and Vehicle Inventory Sheets
( ) CME & Initial Training Justification Form	( ) Extrication Equipment Justification
( ) Training Equipment Justification Form	( ) Ambulance/Rescue Equipment Justification
( ) Communication Justification Form	( ) Demonstration/Research Project Justification

(FOR OFFICE USE ONLY - DO NOT USE SPACE BELOW)

## TERMS

It is understood that this application and Terms hereto, when approved and signed by all concerned parties, as indicated, shall constitute an agreement by and between the applicant organization and the Utah Department of Health, Division of Health Systems Improvement, Bureau of Emergency Medical Services (DEPARTMENT), to perform in accordance with the Terms of this application.

1. **Reports** - The grantee shall submit, at such time and in such form, reports specified by the DEPARTMENT, including periodic or final cost and narrative reports.

2. **Funding** - Grant funds may be expended only for the purpose of improving the delivery of emergency medical services as follows: a. Competitive grant funds shall be expended only for items approved herein; b. Per capita grant funds may be expended in a discretionary manner, **specifically related to the provision of emergency medical services**. Reimbursement will be made by the DEPARTMENT for its share upon receipt of approved cost reports accompanied by documented proof of purchase and completion of activity, and proof of payment. The grantee will expend the required matching percentage, or amount specified of total costs of the budget line item. Per capita grant funds may be used as matching funds for competitive grant awards. Unless otherwise specified herein, final claims shall be submitted to the DEPARTMENT no later than July 15 of the fiscal year following the termination date of the grant.

3. **Obligation of Grant Funds** - Grant funds may not be obligated prior to the effective date or subsequent to the termination date of the grant period. Obligations outstanding as of the termination date will be considered void.

4. **Termination** - This grant may be terminated, with or without cause, in advance of the specified expiration date, by either party, upon 30 days prior written notice being given to the other party. On termination of this grant all accounts and payments will be processed according to the financial arrangements set forth herein for services rendered to date of termination.

5. **Fiscal Records** - Complete and detailed accounting records will be maintained by the grantee of all costs incurred on this project including documentation of all purchases of supplies, equipment and services; travel expenses; payrolls; and time records of any person employed on this project. State or DEPARTMENT auditors and staff shall have access to any records of the grantee until an audit is completed and all questions resolved, or three years after the completion of this project, whichever is first.

6. **Grantee, an independent grantee** - The Grantee shall be an independent grantee, and as such, shall have no authorization, express or implied, to bind the DEPARTMENT to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the DEPARTMENT, except as herein expressly set forth. Compensation stated herein shall be the total amount paid to grantee by DEPARTMENT. Persons employed by DEPARTMENT and acting under the direction of DEPARTMENT shall not be deemed to be employees or agents of the grantee.

7. **Indemnity Clause** - The grantee agrees to indemnify, save harmless, and release the DEPARTMENT, including all officers, agents and employees from and against any and all loss, damages, injury, liability, suits and proceedings arising out of the performance of this grant by the Grantee, its officers, agents, volunteers, or employees and loss or damages arising from the use of the equipment acquired under this grant.

8. **Changes** - Competitive grants may be extended or amended only upon application to the Department at least 30 days prior to termination date. Requests received after grant termination date to amend or extend grants will not be considered.

9. **Contingency** - Grant funds are contingent upon grantee's compliance to Department data requirements.

10. **Equipment** - Title to all equipment purchased under this grant shall be vested to the grantee; however money received upon disposition or sale of this equipment shall only be used for the provision of emergency medical services.

11. **Discrimination** - Grantees shall provide emergency medical services to all patients in need of such services to sustain life or prevent loss of life without regard to race, sex, disability, color, creed, or prior inquiry as to ability to pay.

12. **Competition with Private Services** - Grant funds may not be used to fund new local government emergency medical services if the new services compete with existing private emergency medical services.

13. **Copyrights, Publications and patents** - Where activities supported by this grant produce original copyrightable material, the grantee may copyright such, but the DEPARTMENT reserves a royalty free, non-exclusive and irrevocable license to reproduce, publish and use such material and to authorize others to do so. The grantee may publish at its own expense, the results of grant activities without prior review by the DEPARTMENT provided that any publications (written, visual, or sound) contain an acknowledgment of the DEPARTMENT support. Any discovery or invention deriving from work performed under this grant shall be referred to the DEPARTMENT, which will determine whether or not patent protection will be sought, how any rights will be administered and other action required to protect the public interest.

14. **Health Standards** - The Grantee agrees to abide by the Utah Indoor Clean Air Act, Title 26, Chapter 38, Utah Code Annotated 1953, as amended, which prohibits smoking in public places.